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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JOEL HAWES, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MEAD JOHNSON & COMPANY,
LLC., RECKITT BENCKISER,
LLC. and DOES 1 through 10,
inclusive,

Defendants.

CLASS ACTION COMPLAINT
DEMAND FOR JURY TRIAL

1. UNLAWFUL, UNFAIR, AND
FRAUDULENT BUSINESS ACTS
OR PRACTICES) IN VIOLATION
OF BUSINESS AND
PROFESSIONS CODE § 17200, *et*
seq.
2. FALSE AND MISLEADING
ADVERTISING IN VIOLATION
OF BUSINESS AND
PROFESSIONS CODE § 17500, *et*
seq.
3. VIOLATION OF CALIFORNIA
CIVIL CODE § 1750, *et seq.*
(Consumers Legal Remedies Act)

DEMAND FOR JURY TRIAL

1 Plaintiff Joel Hawes (hereinafter “Plaintiff”), individually and on behalf of
2 himself and others similarly situated (hereinafter “the Class” or “Class Members”),
3 alleges the following:

4 **I. JURISDICTION**

5 1. This Court has subject matter jurisdiction over this matter pursuant to
6 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (i) there are
7 100 or more proposed Class Members; (ii) the aggregate amount in controversy
8 exceeds \$5,000,000.00, exclusive of interest and costs; and (iii) there is minimal
9 diversity because Plaintiff and Defendants are citizens of different states. This Court
10 has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C.
11 § 1367.

12 2. This Court has personal jurisdiction over Defendants because
13 Defendants have intentionally availed themselves of the laws of the United States
14 and the state of California, having purposefully marketed, advertised and/or sold
15 the Product Line (defined below) to consumers across the United States, including
16 the state of California. Such conduct has a direct, substantial, reasonably
17 foreseeable, and intended effect of causing injury to persons throughout the United
18 States, including in the state of California.

19 **II. VENUE**

20 3. In accordance with 28 U.S.C. § 1391, venue is proper in this District
21 because a substantial part of the conduct giving rise to Plaintiff’s claims occurred
22 in this District, Defendants transact business in this District, and Defendants have
23 intentionally availed themselves of the laws and markets within this District.

24 **III. NATURE OF THE ACTION AND STATEMENT OF FACTS**

25 This is an important consumer protection matter that concerns two issues: i)
26 the omission and non-disclosure of information that is a material concern for
27 consumers—the existence of, and potential health risks from, organic fluorine in
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1 infant formula produced, marketed and sold by Mead Johnson & Company, LLC.
2 and Reckitt Benckiser, LLC. (collectively referred to as “Defendants”) under the
3 brand name “Enfamil” and specifically, the Enfamil Infant Formula Product Line
4 as defined herein; and ii) Defendants’ false and misleading marketing of the
5 Enfamil Infant Formula Product Line and brand as a safe feeding option for infants
6 that prioritizes the health and safety of infants and children, undergoes extensive
7 quality and safety checks, and is committed to reducing its environmental impact.

8 4. Defendants manufacture, distribute, and market a variety of infant and
9 toddler formulas.

10 5. The products at issue are Defendants’ Enfamil Infant Formula Product
11 Line and includes the following products:

- 12 i. Enfamil NeuroPro Infant Formula (“Enfamil NeuroPro”)
- 13 ii. Enfamil Simply ProSobee Plant-Based Infant Formula (“Enfamil
14 Simply Plant Based”)
- 15 iii. Enfamil Infant Formula Milk-based Powder with Iron (“Enfamil
16 Infant Formula Milk-based”)

17 (hereinafter individually referred to as “product”, plurally referred to as
18 “products” and collectively referred to as “the Product Line”)

19 6. The products in Defendants’ Enfamil Infant Formula Product Line that
20 were manufactured, marketed, advertised and sold by Defendants over the proposed
21 Class Period and are currently being manufactured, marketed, advertised and sold
22 by Defendants, and the products in Defendants’ Enfamil Infant Formula Product
23 Line purchased by Plaintiff and tested by Plaintiff as set forth herein, were and are
24 substantially similar. All of the products in Defendants’ Enfamil Infant Formula
25 Product Line have the same composition of materials, all were manufactured in the
26 same place and manner and all contain fully fluorinated carbon atoms and organic
27 fluorine.
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7. Defendants offer the products in the Product Line for sale through various channels, including directly on Defendants' website and through third-party retail outlets and internet websites such as Target, Sam's Club, Walmart and Amazon.

8. Through an extensive, widespread, comprehensive, and uniform nationwide marketing campaign, including creating marketing materials pertaining to the products in the Product Line for third-party sellers, Defendants promoted themselves as a conscientious company that is committed to the most stringent manufacturing, packaging, and quality assurance procedures.

9. During the Class Period defined herein, which dates from 2020 to present, Defendants promoted, and continue to promote, the Enfamil Product Line and brand as a safe feeding option for infants that prioritizes the health and safety of infants and children, undergoes extensive quality and safety checks, and is committed to reducing its environmental impact through the following marketing representations and statements on the Enfamil brand website. The website images and statements are identified below:

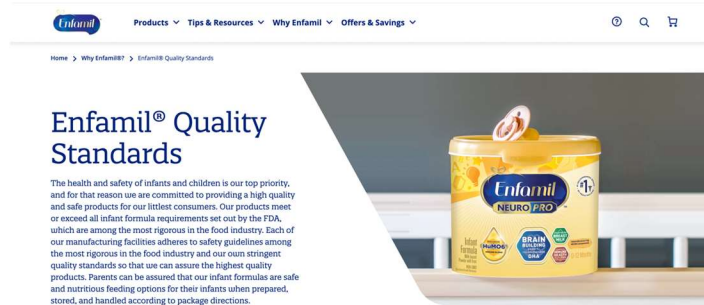
i.

Supporting the brain in everything we do.

There are lots of formulas. Where do you start? Enfamil NeuroPro™ Infant or Enfamil® Enspire™ are excellent for routine, everyday feeding. Our formulas are backed by decades of research, so whether you're starting your baby on formula, switching, or supplementing, you can count on Enfamil. Complete nutrition ages 0-12 months.

- Our formulas are backed by decades of research, so whether you're starting your baby formula, switching, or supplementing, you can count on Enfamil.
- <https://www.enfamil.com/why-enfamil/enfamil-formula-family/>

ii.



- The **health and safety of infants and children is our top priority**, and for that reason we are committed to providing a **high quality and safe products** for our littlest consumers.
- Parents can be assured that our infant formulas are **safe and nutritious feeding options** for their infants when prepared, stored, and handled according to package instructions.
- <https://www.enfamil.com/why-enfamil/quality-assurance/>

iii.

Enfamil® Quality Assurance

Our infant products undergo extensive quality and safety checks throughout the manufacturing process—from raw materials to finished product. A representative number of samples from every batch we produce are tested to ensure the product meets our stringent quality standards. Each batch of our products is assured to meet our high quality and safety standards as verified by our proprietary Quality Systems that exist in every manufacturing facility. We distribute our products only if they pass our strict testing. We track the path of every ingredient in our infant and toddler products from its initial supplier through all processing stages until it reaches our consumer. In addition, every product has a unique batch code that our consumers can easily identify and read. Should the need arise, our highly trained employees can use the unique batch codes to confirm the safety of our products.

- Our infant products undergo **extensive quality and safety checks** throughout the manufacturing process—from raw materials to finished products.
- Each batch of our products is assured to meet our **high quality and safety standards** as verified by our proprietary Quality Systems that exist in every manufacturing facility.
- <https://www.enfamil.com/why-enfamil/quality-assurance/>

1 10. Through Defendants’ marketing and advertising campaign,
2 Defendants were able to sell products from the Product Line to thousands of
3 consumers throughout California and the rest of the United States. The products in
4 the Product Line are sold individually for prices ranging from \$18.99 for product
5 “sticks” to \$224.99 for a refill box case of four (4).

6 11. Plaintiff read, believed, and relied upon Defendants’ marketing and
7 advertising set forth herein and the marketing language identified and listed below
8 the screenshots of Defendants’ website pages included herein when purchasing the
9 products from the Product Line. Plaintiff reasonably understood the marketing and
10 labeling of the products in the Product Line to mean that the products were a safe
11 feeding option for infants that prioritizes the health and safety of infants and
12 children, undergoes extensive quality and safety checks, and is committed to
13 reducing its environmental impact.

14 12. Currently, there is significant public health concern about the materials
15 and chemicals used in infants’ and children’s products. In particular, infant
16 formulas and baby food manufacturing practices, may expose children to harmful
17 chemicals and contaminants.¹

18 13. Thus, there is a continuous incentive for a company such as
19 Defendants’ to market their Product Line and brand as a safe feeding option for
20 infants that prioritizes the health and safety of infants and children, undergoes
21 extensive quality and safety checks, and is committed to reducing its environmental
22 impact.

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27 ¹ [https://abcnews.go.com/US/fda-sends-warning-letter-3-major-formula-](https://abcnews.go.com/US/fda-sends-warning-letter-3-major-formula-makers/story?id=102821276)
28 [makers/story?id=102821276](https://abcnews.go.com/US/fda-sends-warning-letter-3-major-formula-makers/story?id=102821276)

14. The products in the Product Line at issue contain, among other things, “Perfluoroalkyl and polyfluoroalkyl substances” or “PFAS”, as determined by the existence of organic fluorine in the products.

15. According to the U.S. Centers for Disease Control and Prevention (CDC), PFAS are a group of over 9,000 synthetic chemicals that have been used in industry and consumer products, worldwide, for over 70 years.²

16. The California legislature has found and declared the following: “PFAS,” are highly toxic and highly persistent in the environment. See Cal Health & Safety Code § 108981(a).

17. The California legislature has found and declared the following: PFAS are referred to as “forever chemicals” because they are extremely resistant to degradation in the natural environment, including the water, the soil, the air, and our bodies, because of their carbon-fluorine bond, one of the strongest bonds known in nature. See Cal Health & Safety Code § 108981(b).

18. The California legislature has found and declared the following: PFAS have been linked by scientific, peer- reviewed research to severe health problems, including breast and other cancers, hormone disruption, kidney and liver damage, thyroid disease, developmental harm, and immune system disruption, including interference with vaccines. See Cal Health & Safety Code § 108981(c).

19. The CDC outlines several health effects associated with PFAS exposure, including cancer, liver damage, decreased fertility, increased risk of asthma and thyroid disease.³ Other studies have associated exposure to PFAS with

² <https://www.cdc.gov/niosh/topics/pfas/default.html>

³ <https://www.atsdr.cdc.gov/pfas/health-effects/index.html> ; see also <https://www.hsph.harvard.edu/news/hsph-in-the-news/pfas-health-risks-underestimated/#:~:text=A%20recent%20review%20from%20the,of%20asthma%20and%20thyroid%20disease>

1 increased pregnancy losses, disruption in sex hormone homeo-statis and sexual
2 maturation.⁴

3 20. Because of the widespread use of PFAS, they can be found in water,
4 air, animals, and soil at locations across the nation and the globe. Due to this
5 widespread use, the CDC's National Health and Nutrition Examination Survey
6 (NHANES) found PFAS in the blood of 97 percent of Americans, suggesting
7 virtually ubiquitous exposure of Californians to these highly toxic chemicals.
8 Widespread use has also resulted in broad PFAS dispersal in indoor and outdoor
9 environments, including the PFAS contamination of the drinking water of
10 approximately 16 million Californians, particularly in disadvantaged communities,
11 of breast milk, and of indoor and outdoor air. See Cal Health & Safety Code §
12 108981(e).

13 21. Because PFAS chemicals are “forever chemicals” and accumulate in
14 the human body, there is no safe manner or level of exposure to humans.

15 22. Under the California Health & Safety Code, “Perfluoroalkyl and
16 polyfluoroalkyl substances” or “PFAS” means a class of fluorinated organic
17 chemicals containing at least one fully fluorinated carbon atom. See Cal Health &
18 Safety Code § 108945(e).

19 23. Under the California Health & Safety Code, the presence of PFAS in
20 a product is determined by and measured in total organic fluorine. See, for example,
21 Cal. Health & Safety Code §§ 108945(b)(2)); 108970(e) and § 108982(b).

22 24. Leading science has also directed that identification of organic fluorine
23 in industry and consumer products has also recently emerged as an indicator that
24 encompasses the total content of both known and unknown types of PFAS, unlike
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28 ⁴ <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2679623/>

1 traditional targeted analyses that can reliably quantify only a few dozen known
2 PFAS that have commercially available analytical standards.”⁵

3 25. Plaintiff commissioned independent third-party testing to determine
4 whether products in the Product Line and the products purchased by Plaintiff in the
5 Product Line contain organic fluorine. The products purchased by Plaintiff have the
6 same composition of materials as the Products that were, and are, currently being
7 manufactured and sold by Defendants during the proposed Class Period and the
8 Products tested by Plaintiff.

9 26. The independent testing by Plaintiff was performed by an independent
10 analytical contract laboratory founded in 1950. The laboratory is compliant with
11 the Code of Federal Regulations (CFR) parts 210 and 211 for analytical subcontract
12 laboratories, as well as GLP/cGMP compliant, FDA registered, and maintains a
13 current ISO 17025 accreditation. The laboratory is also listed on the Consumer
14 Product Safety Commission’s website as an accredited analytical testing laboratory.

15 27. The testing conducted by the laboratory was conducted in accordance
16 with accepted industry standards for detecting the presence of organic fluorine.

17 28. The testing was performed at the independent analytical contract
18 laboratory’s facilities.

19 29. Plaintiff conducted two rounds of testing. The first round was
20 conducted on the same product as the product Plaintiff purchased and near in time
21 to Plaintiff’s purchase. Specifically, Plaintiff was a frequent shopper of the
22 products from the Product Line and purchased the Enfamil NeuroPro Infant
23 Formula from Amazon.com in February 2024. The product tested, the tested

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26 ⁵ Anna S. Young, Heidi M. Pickard, Elsie M. Sunderland, and Joseph G. Allen;
27 “Organic Fluorine as an Indicator of Per- and Polyfluoroalkyl Substances in Dust
28 from Buildings with Healthier versus Conventional Materials” *Environmental
Science & Technology*. November 4, 2022.

product purchase date, the source of the tested product, the part tested, the test date and the test result are set forth below:

- **Product Tested:** Enfamil NeuroPro
Tested Product Purchase Date: unknown
Source of Tested Product: random sample purchase from a Target retail store located in Los Angeles, CA.
Test Report Date: January 5, 2024
Amount Tested: 205.63 mg
Part Test & Result: Content 22 PPM Organic Fluorine
Total Amount of Content of Product: 587g

30. The test results above found at least one fully fluorinated carbon atom and organic fluorine present in the product tested from the Product Line, which was the same product as those purchased by Plaintiff.

31. The second round of testing commissioned by Plaintiff was performed on two more samples of two (2) other products in the Product Line. The second round of testing conducted tests on the lining and contents of each of the products tested for a total of two (2) tests. The products tested, the tested products' purchase dates, the source of the tested products, the parts tested, the test dates and test results are set forth below:

- **Product Tested:** Enfamil Simply Plant Based
Tested Product Purchase Date: February 27, 2024.
Source of Tested Product: random sample purchase from a Walmart location located in Los Angeles, CA.
Test Report Date: March 11, 2024
Part Test & Result: Lining 28.7 PPM Organic Fluorine
Part Test & Result: Content 26.2 PPM Organic Fluorine
Amount Tested: Content 216.79 mg
Total Amount of Content of Product: 593 g

- Product Tested:** Enfamil Infant Formula Milk-based
Tested Product Purchase Date: February 27, 2024.
Source of Tested Product: random sample purchase from a Walmart location located in Los Angeles CA.
Test Report Date: March 11, 2024
Part Test & Result: Lining 26.1 PPM Organic Fluorine
Part Test & Result: Content 25.8 PPM Organic Fluorine
Amount Tested: Content 218.78 mg
Total Amount of Content of Product: 354 g

32. The test results found at least one fully fluorinated carbon atom and organic fluorine present in all of the products tested from the Product Line, including the same products as those purchased by Plaintiff.

33. The test results indicated dangerous levels of organic fluorine. To put the test results into perspective, the California legislature recently enacted law that will limit the total amount of intentionally added organic fluorine in cosmetic products to zero (see Cal. Health & Safety Code §§ 108981.5 and 108982). The EPA has found there is no safe level of PFAs in drinking water.⁶ Because PFAS chemicals are “forever chemicals” and accumulate in the human body, there is in fact no safe manner or level of exposure to humans. The Enfamil products are particularly concerning given the fact that an infant is being exposed to the products’ contents through repeated ingestion several times a day.

34. The existence of organic fluorine in products in the Product Line thus implicates health and safety concerns that a reasonable consumer would find material.

⁶ <https://www.usatoday.com/story/news/2022/06/15/epa-no-safe-level-toxic-pfas-thousands-water-systems/7632524001/?gnt-cfr=1>

35. The products in the Product Line that were and are currently being manufactured, marketed, advertised and sold by Defendants during the proposed Class Period and those purchased by Plaintiff and those tested by Plaintiff each have the same respective composition of materials and were manufactured in the same manner. Therefore, organic fluorine was present in all products in the Product Line and the products from the Product Line purchased and used by Plaintiff. Therefore, the products in the Product Line, as a product line, contain organic fluorine. In addition, organic fluorine continues to be present in all products in the Product Line currently being manufactured, marketed, advertised and sold by Defendants.

36. The Product Line's marketing and advertising, including the website pages, product labels and packaging, were and are uniform and pervasive over the proposed Class Period.

37. The marketing of the products in the Product Line, including the products in the Product Line's website pages, product labels and packaging as set forth herein, and in the photographs below, omit and do not provide any disclosure of the existence of, and potential health risks from, organic fluorine or PFAS in the products:

Enfamil NeuroPro:

Front/ Back Packaging



Side Packaging



Enfamil Simply Plant Based: Front/Back Packaging



Side Packaging



Enfamil Infant Formula:

Front/Back Packaging



Side Packaging



38. The marketing and labeling of the products in the Product Line, as set forth herein, including the products in the Product Line’s website pages, packaging and labels, should and could have revealed and disclosed the existence of, and potential health risks from, organic fluorine and PFAS in the products in the Product Line and could and should have provided a disclosure that states, at a minimum, “Caution: This product contains organic fluorine which is a known indicator of per and polyfluoroalkyl substance (“PFAS”). Exposure to PFAS may cause serious health effects.”

39. Plaintiff and other consumers do not understand what organic fluorine and PFAS are or their potential health risks.

40. Plaintiff and other consumers were not and are not provided adequate information or warning of the existence of, and health risks from, organic fluorine and PFAS in the products in the Product Line from the products in the Products’ information provided by Defendants.

1 41. The existence of organic fluorine in the products in the Product Line
2 directly contradicts Defendants' representations that the Enfamil brand sells
3 products, including those in the Product Line, that are a safe feeding option for
4 infants that prioritizes the health and safety of infants and children, undergoes
5 extensive quality and safety checks, and is committed to reducing its environmental
6 impact.

7 42. Prior to purchase, Plaintiff and consumers lack the expertise to
8 ascertain the existence of the true materials, chemicals and/or ingredients in the
9 products in the Product Line, including but not limited to organic fluorine and PFAS
10 and their risks to human health.

11 43. Defendants have exclusive knowledge of the materials, ingredients and
12 chemicals in the products in the Product Line as Defendants are the manufacturers,
13 distributors, and marketers of a variety of infant and toddler formulas.

14 44. Plaintiff and reasonable consumers must, and do, rely on Defendants
15 to disclose the materials, chemicals, and ingredients in the products in the Product
16 Line and advise of the risks that may potentially affect the health and/or safety of
17 consumers.

18 45. Plaintiff read, believed, and relied upon Defendants' marketing and
19 advertising set forth herein when purchasing the products from the Product Line.
20 Plaintiff reasonably understood the marketing and labeling of the products in the
21 Product Line to mean that the products were a safe feeding option for infants that
22 prioritizes the health and safety of infants and children, undergoes extensive quality
23 and safety checks, and is committed to reducing its environmental impact. In
24 reliance on Defendants' labeling, marketing claims and omissions set forth herein,
25 Plaintiff and consumers purchased products they would not have purchased but for
26 Defendants' false promotion of the products in the Product Line as a safe feeding
27 option for infants that prioritizes the health and safety of infants and children,
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1 undergoes extensive quality and safety checks, and is committed to reducing its
2 environmental impact, and their omission of information regarding the presence of
3 organic fluorine and PFAS in the products in the Product Line. Had Plaintiff and
4 other consumers known the true nature of the products in the Product Line and had
5 information regarding the presence of organic fluorine and PFAS in the products in
6 the Product Line not been omitted from marketing and labeling materials, they
7 would not have purchased products from the Product Line or would not have paid
8 as much for them.

9 46. Although Defendants are in the best position to know what content it
10 placed in its marketing and what chemicals and ingredients are in the products in
11 the Product Line, Plaintiff nonetheless satisfies the requirements of Rule 9(b) by
12 alleging the following facts with particularity:

13 a. **WHO:** Defendants made material misrepresentations of fact
14 about the products in the Product Line to the public through its website
15 representations and marketing statements that the products in the Product
16 Line are a safe feeding option for infants that prioritizes the health and safety
17 of infants and children, undergoes extensive quality and safety checks, and is
18 committed to reducing its environmental impact and omitted the material
19 facts that the products in the Product Line and the products purchased by
20 Plaintiff contain organic fluorine indicative of PFAS that are widely known
21 to have significant negative health repercussions. These representations and
22 omissions constitute material misrepresentations and omissions regarding
23 harmful chemicals in the products in the Product Line.

24 b. **WHAT:** Defendants knew, or should have known, to test for
25 organic fluorine and PFAS, especially considering they claim that their infant
26 products undergo extensive quality and safety checks throughout the
27 manufacturing process. Defendants' conduct here was, and continues to be,
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1 fraudulent because it misrepresented that the products in the Product Line
2 and the products purchased by Plaintiff are a safe feeding option for infants
3 that prioritizes the health and safety of infants and children, undergoes
4 extensive quality and safety checks, and is committed to reducing its
5 environmental impact despite the fact that the products in the Product Line
6 contain organic fluorine indicative of PFAS that have significant health risks.
7 Further, Defendants omitted any disclosures warning consumers that the
8 products in the Product Line contain organic fluorine indicative of PFAS that
9 have significant health risks. Thus, Defendants' conduct deceived Plaintiff
10 and Class Members into believing that the products in the Product Line are a
11 safe feeding option for infants that prioritizes the health and safety of infants
12 and children, undergoes extensive quality and safety checks, and is
13 committed to reducing its environmental impact. Defendants knew or should
14 have known that their misrepresentations and omissions of information are
15 material to reasonable consumers, including Plaintiff and Class Members, in
16 making their purchasing decisions, yet Defendants continued to pervasively
17 market the products in the Product Line in this manner.

18 c. **WHEN:** Defendants made the material misrepresentations and
19 omissions set forth herein during the putative Class Period, including prior to
20 and at the time Plaintiff purchased the products from the Product Line in
21 February 2023, and continue to do so, despite Defendants' knowledge that
22 the products in the Product Line contained and continue to contain harmful
23 substances.

24 d. **WHERE:** Defendants' marketing messages and omissions
25 were uniform and pervasive, carried through material misrepresentations and
26 omissions on Defendants' website representations, marketing statements and
27 the products in the Product Line's labels.
28

1 e. **HOW:** Defendants made material misrepresentations of fact
2 about the products in the Product Line through their website representations
3 and marketing statements that the products in the Product Line and the
4 products purchased by Plaintiff were and are a safe feeding option for infants
5 that prioritizes the health and safety of infants and children, undergoes
6 extensive quality and safety checks, and is committed to reducing its
7 environmental impact and Defendants omitted material facts that the products
8 in the Product Line contain organic fluorine indicative of PFAS that have
9 significant health risks.

10 f. **WHY:** Defendants made the material misrepresentations and
11 omissions detailed herein for the express purpose of inducing Plaintiff, Class
12 Members, and all reasonable consumers to purchase products from the
13 Product Line that they would not have otherwise purchased but for the
14 omission of the existence of organic fluorine in the products and their
15 potential negative health effects and/or to pay a higher price than they
16 otherwise would have for the products, the effect of which was that
17 Defendants profited by selling more of the products from the Product Line to
18 more consumers than they otherwise would have.

19 g. **INJURY:** Plaintiff and Class Members purchased, paid a
20 premium, or otherwise paid more for the products from the Product Line
21 when they otherwise would not have absent Defendants' misrepresentations
22 and omissions of material facts.

23 47. As such, Defendants have engaged in conduct which violates the
24 California Consumers Legal Remedies Act ("CLRA"), particularly California Civil
25 Code §§ 1770(a)(5), Business & Professions Code § 17200, et seq., Business &
26 Professions Code § 17500, et seq. and Civil Code § 1750, et seq.

1 48. Defendants were served by Plaintiff with written notices pursuant to
2 Civil Code § 1750, et seq., (Defendant RECKITT BENCKISER, LLC on February
3 17, 2024, Defendant MEAD JOHNSON & COMPANY, LLC on February 20,
4 2024) which set forth Plaintiff's contentions and requested remedy. Plaintiff's letter
5 was sent via certified mail with electronic return receipt to Defendants who
6 acknowledged receipt. Defendants did not respond to Plaintiff's attempt to address
7 the concerns stated herein and instead have allowed the products in the Product Line
8 to continue to be sold with full knowledge of the alleged claims.

9 49. Wherefore, Plaintiff, the Class Members and other California
10 consumers have, among other things, no adequate remedy at law for the injuries
11 that are currently being suffered and that will be suffered in the future in that, unless
12 and until enjoined by order of this court, the non-disclosure of material information
13 that implicates health and safety concerns that a reasonable consumer would find
14 material will continue and cause great and irreparable injury to Plaintiff, the Class
15 Members and other California consumers.

16 50. Therefore, Plaintiff brings this action challenging Defendants' claims
17 relating to the products in the Product Line on behalf of himself and all others
18 similarly situated under California's Consumers Legal Remedies Act, particularly
19 California Civil Code §§ 1770(a)(5) and 1770(a)(7), Business & Professions Code
20 § 17200, et seq., Business & Professions Code § 17500, et seq. and California Civil
21 Code § 1750, et seq.

22 51. Wherefore, Plaintiff seeks in equity an order compelling Defendants
23 to discontinue the conduct alleged herein as set forth in greater detail herein.

24 52. Plaintiff further seeks an order compelling Defendants to restore the
25 monetary amounts by which Plaintiff and the Class did not receive the value of the
26 Product(s) they paid for and which Defendants have been unjustly enriched.

53. Plaintiff further seeks actual and punitive damages, pre- and post-judgment interest, attorneys' fees, and costs.

IV. THE PARTIES

A. Defendants

54. Defendant Mead Johnson & Company, LLC. is a Delaware corporation existing under the laws of the State of Delaware.

55. Defendant Reckitt Benckiser, LLC. is a Delaware corporation existing under the laws of the State of Delaware.

56. Defendant Mead Johnson & Company, LLC. and Defendant Reckitt Benckiser, LLC. now and at all times herein mentioned were engaged in business under the fictitious name "Enfamil" ("Defendants").

57. Defendants are the owners and distributors of the products in the Product Line and are the company that created and/or authorized the omissions and false, misleading, and deceptive advertisements and packaging for the products in the Product Line alleged herein.

58. Plaintiff is further informed and believes and based thereon alleges that DOES 1 through 10 were and/or are, in some manner or way, responsible for and liable to Plaintiff for the events, happenings, and damages hereinafter set forth below. The true names and capacities, whether individual, corporate, associate or otherwise of certain manufacturers, distributors, and/or their alter egos sued herein as DOES 1 through 10 inclusive are presently unknown to Plaintiff who therefore sue these Defendants by fictitious names. Plaintiff will seek leave of this Court to amend the Complaint to show their true names and capacities when the same have been ascertained. Plaintiff is informed and believes and based thereon alleges that DOES 1 through 10 were authorized to do and did business in Los Angeles, California.

///

B. Plaintiff

59. Plaintiff Joel Hawes (“Plaintiff”) is an individual residing in Contra Costa County, California.

60. Plaintiff purchased products from the Product Line that contained and continue to contain organic fluorine. Plaintiff was a frequent shopper of the products from the Product Line and purchased the Enfamil NeuroPro Infant Formula Powder Refill Box (pack of four) on, among other times, February 14, 2023 from Amazon.com and paid \$191.96. The products from the Product Line purchased by Plaintiff each have the same respective composition of materials as the products from the Product Line Plaintiff had independently tested and as set forth above, the independent testing of products from the Product Line conducted by Plaintiff included the same products as those Plaintiff purchased and near in time to Plaintiff’s purchases. Therefore, the products Plaintiff purchased from the Product Line contained organic fluorine.

61. Plaintiff and his infant child used the products purchased from the Product Line on a daily basis multiple times throughout the day and were therefore exposed to organic fluorine at a heightened level.

62. Prior to and at the time of each purchase, Plaintiff considered Defendants’ marketing and omissions related to the products in the Product Line, including those set out herein, including that the products in the Product Line are a safe feeding option for infants that prioritizes the health and safety of infants and children, undergoes extensive quality and safety checks, and is committed to reducing its environmental impact. Plaintiff reasonably relied on these representations in deciding to purchase the products from the Product Line, and he would not have purchased the products from the Product Line, or would not have purchased them on the same terms, if the true facts had been known. As a direct

1 result of Defendants' material misrepresentations and omissions, Plaintiff suffered
2 and continues to suffer, economic injuries.

3 63. Plaintiff would like to purchase products from the Product Line in the
4 future. Plaintiff understands that the composition of the products in the Product
5 Line could change to remove all organic fluorine and PFAS over time. However,
6 Plaintiff is unable to determine the composition of the products in the Product Line
7 before purchasing them again and whether the products are free of suspected
8 harmful chemicals, or if they continue to contain organic fluorine and PFAS.
9 Plaintiff might purchase products from the Product Line in the future, despite the
10 fact they were once marred by false marketing and omissions of the existence of
11 harmful chemicals in the Product Line, as he may reasonably assume, incorrectly,
12 that the composition of the products in the Product Line was changed to remove all
13 organic fluorine and PFAS. As long as Defendants continue to manufacture the
14 Product Line with organic fluorine but promote the Product Line as a safe feeding
15 option for infants that prioritizes the health and safety of infants and children and
16 not disclose to Plaintiff and the public of the existence of, and warn of the potential
17 safety risks from, organic fluorine and PFAS in the Product Line, Plaintiff (and
18 other consumers) will be unable to make informed decisions about whether to
19 purchase the products in the Product Line and will be unable to evaluate the
20 differences between the products in the Product Line and competitors' products.
21 Plaintiff is further likely to be repeatedly misled by Defendants' conduct, unless
22 and until Defendants are compelled to either: 1) stop manufacturing the Product
23 Line as long as it contains organic fluorine; or 2) cease marketing, labeling,
24 packaging, and advertising the products in the Product Line as a safe feeding option
25 for infants that prioritizes the health and safety of infants and children, undergoes
26 extensive quality and safety checks, and is committed to reducing its environmental
27 impact; or 3) disclose to Plaintiff and the public of the existence of, and warn of the
28

1 potential safety risks from, organic fluorine and PFAS in the products in the Product
2 Line.

3 **V. CLASS ACTION ALLEGATIONS**

4 64. Plaintiff brings this class action pursuant to Rules 23(b)(2), 23(b)(3),
5 and 23(c)(4) of the Federal Rules of Civil Procedure, individually and on behalf of
6 the Class defined as follows:

7 All persons who purchased one or more products from the Product
8 Line in the State of California during the time period of four (4) years
9 preceding the date of the filing of this class action through the present.
10 (Referred to herein as “the Class” or “Class Members” or “Class
11 Period”)

12 Said definition may be further defined or amended by additional pleadings,
13 evidentiary hearings, a class certification hearing, and orders of this Court.

14 65. Numerosity: Although the exact number of Class Members is
15 uncertain and can only be ascertained through appropriate discovery, the number is
16 great enough such that joinder is impracticable.

17 66. Adequacy: Plaintiff is an adequate representative of the Class because
18 Plaintiff’s interests are the same as the class in that Plaintiff and the Class Members
19 were subjected to the same omissions and representations by Defendants as set forth
20 herein; Plaintiff intends to prosecute this action vigorously and completely on
21 behalf of himself and the Class Members; Plaintiff has retained competent counsel
22 experienced in prosecuting class actions; and Plaintiff’s interests do not conflict
23 with the interests of the Members of the Class. Based thereon, the interests of the
24 Class Members will be fairly and adequately protected by Plaintiff and Plaintiff’s
25 counsel.

26 67. Commonality and Predominance of Common Issues: Defendants have
27 acted on grounds common and applicable to the entire Class and therefore,
28

1 numerous questions of law and fact are common to Plaintiff and the Class Members
2 that predominate over any question affecting only individual Class Members
3 thereby making relief appropriate with respect to the Class as a whole. Common
4 and predominate factual and legal issues include but are not limited to:

- 5 a. The products in the Product Line that were and are currently
6 being manufactured, marketed, advertised and sold by
7 Defendants over the proposed Class Period and those purchased
8 by Plaintiff and those tested by Plaintiff as set forth herein each
9 have the same respective composition of materials and design
10 during the Class Period.
- 11 b. The products in the Product Line that were and are currently
12 being manufactured, marketed, advertised and sold by
13 Defendants over the proposed Class Period and those purchased
14 by Plaintiff and those tested by Plaintiff as set forth herein were
15 each manufactured in the same manner during the Class Period.
- 16 c. The products in the Product Line are labeled and packaged the
17 same during the Class Period. Therefore, Plaintiff and the Class
18 Members were exposed to the same labeling and packaging for
19 the products in the Product Line.
- 20 d. Defendants' marketing and representations about the products
21 in the Product Line and Enfamil brand to which Plaintiff and the
22 Class were exposed were the same during the Class Period and
23 therefore common to Plaintiff and the Class Members.
- 24 e. Defendants' omissions and non-disclosures as to the products in
25 the Product Line to which Plaintiff and the Class Members were
26 exposed were the same during the Class Period and therefore
27 common to Plaintiff and the Class Members.

- 1 f. Whether the existence of organic fluorine and PFAS in the
2 products in the Product Line implicates potential health or safety
3 concerns to Plaintiff and the Class Members.
- 4 g. Whether the omissions and non-disclosures by Defendants of
5 the existence of organic fluorine and PFAS in the products in
6 the Product Line were and are material to Plaintiff and the Class
7 Members.
- 8 h. Whether the marketing and advertising by Defendants
9 promoting the products in the Product Line as a safe feeding
10 option for infants that prioritizes the health and safety of infants
11 and children, undergoes extensive quality and safety checks, and
12 is committed to reducing its environmental impact was and is
13 material to Plaintiff and the Class Members.
- 14 i. Whether the marketing and advertising by Defendants
15 promoting the Product Line as a safe feeding option for infants
16 that prioritizes the health and safety of infants and children,
17 undergoes extensive quality and safety checks, and is committed
18 to reducing its environmental impact was and is false, deceptive
19 and/or misleading in violation of California Business &
20 Professions Code § 17200, et seq., California Business &
21 Professions Code § 17500, et seq. and/or California Civil Code
22 § 1750, et. seq.
- 23 j. Whether the omission and non-disclosures by Defendants of the
24 existence of, and health risks from, organic fluorine and PFAS
25 in the products in the Product Line violates California Business
26 & Professions Code § 17200, et seq., California Business &
27
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Professions Code § 17500, et seq. and/or California Civil Code
§ 1750, et. seq.

68. Accordingly, the determination of Defendants' liability under each of the causes of action presents legal issues that are common to Plaintiff and the class as a whole.

69. Typicality: Plaintiff's claims are co-extensive with those of the Class members as Plaintiff and the Class Member's injuries and claims arise from the same course of conduct by Defendants as alleged herein.

70. The Class is identifiable and ascertainable. Plaintiff has precisely defined the Class based on objective criteria whereby Class Members would be able to know whether they are a member of the prospective Class, specifically, all persons who purchased products from the Product Line in the State of California during the time period of four (4) years preceding the date of the filing of this class action through the present.

71. Notice can be provided to such purchasers using techniques and a form of notice customarily used in class actions, including direct notice by email to the Class Members and other California consumers from Defendants' and third-party retailers' records, internet publication, radio, newspapers, magazines and other social media platforms such as YouTube, Instagram, TikTok and Facebook.

72. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Plaintiff and Class Members have all suffered and will continue to suffer harm and damages as a result of Defendants' unlawful and wrongful conduct. The expense and burden of individual litigation would make it impracticable and impossible for proposed Class Members to afford to seek legal redress for the wrongs complained of herein and prosecute their claims individually. Therefore, absent a class or representative action, the Class Members will continue to suffer losses and Defendants will be allowed to

1 continue these violations of law and to retain the proceeds of their wrongdoing.
 2 Class treatment of common questions of law and fact would also be a superior
 3 method to multiple individual actions or piecemeal litigation in that class treatment
 4 will conserve the resources of the courts and the litigants and will promote
 5 consistency and efficiency of adjudication. Finally, trial on a representative and
 6 class basis would be manageable. Liability may be determined by facts and law
 7 common to the Class Representative and the Class Members and monetary damages
 8 or restitution may be determined by proven and approved methods on a class wide
 9 basis.

10 **VI. CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE**

13 **§ 17200, et seq. (Unlawful, Unfair, and Fraudulent Business Acts or** 14 **Practices)**

15 73. Plaintiff repeats and realleges the allegations set forth in the preceding
 16 paragraphs and incorporates the same as if set forth herein at length.

17 74. This cause of action is brought pursuant to Business and Professions
 18 Code §17200, et seq., on behalf of Plaintiff and the Class Members.

19 75. Defendants are “person(s)” as defined by California Business &
 20 Professions Code § 17201.

21 76. The omissions and non-disclosures of the existence and health risks of
 22 organic fluorine and PFAS in the products in the Product Line and the false,
 23 misleading and deceptive marketing and advertising by Defendants detailed herein
 24 constitute unlawful, unfair, and fraudulent business acts or practices and unfair,
 25 deceptive, untrue or misleading advertising within the meaning of California
 26 Business & Professions Code § 17200, et seq.

1 77. Defendants’ business practices, described herein, violated the
2 “unlawful” prong of California Business & Professions Code § 17200, et seq. by
3 violating California Civil Code §§ 3294, 1573, 1709, 1710, 1711, and 1770, as well
4 as the common law.

5 78. Defendants, in their marketing and advertising of the products in the
6 Product Line and Enfamil brand, make material omissions and false and misleading
7 statements regarding the attributes and qualities of the products in the Product Line
8 and the Enfamil brand, as set forth herein.

9 79. Defendants knew that the omissions and representations that they
10 made and continue to make about the products in the Product Line and the Enfamil
11 brand are false, deceptive, and misleading to Plaintiff and Class Members.

12 80. Defendants’ omissions and false, deceptive, and misleading
13 representations were material to Plaintiff and the Class Members and played a
14 substantial part, and were a substantial factor, in influencing Plaintiff’s and the
15 Class Members’ decisions to purchase products from the Product Line.

16 81. Plaintiff and the Class Members relied on Defendants’ omissions and
17 false, deceptive, and misleading representations and would not have purchased the
18 Products from the Product Line if not for the omissions and false, deceptive, and
19 misleading representations and marketing by Defendants about the products in the
20 Product Line and the Enfamil brand set forth herein.

21 82. Plaintiff and the Class Members have suffered injury in fact and have
22 lost money or property as a result of Defendants’ false, deceptive, and misleading
23 representations and marketing set forth herein.

24 83. The Products as purchased by the Plaintiff and the Class Members
25 were and are unsatisfactory and worth less than the amount paid for them.

26 84. Defendants’ wrongful conduct is part of a pattern or generalized course
27 of conduct.
28

1 85. All of Defendants' conduct alleged herein occurs and continues to
2 occur in Defendants' business.

3 86. Wherefore, Plaintiff, the Class Members, and other California
4 consumers have, among other things, no adequate remedy at law for the injuries
5 that are currently being suffered and that will be suffered in the future in that, unless
6 and until enjoined by order of this court, the omissions and non-disclosure of
7 material information by Defendants that implicates health and safety concerns that
8 a reasonable consumer would find material (i.e. the non-disclosure of the existence
9 and health risks of organic fluorine and PFAS in the products in the Product Line)
10 and the continued false, misleading and deceptive marketing and advertising by
11 Defendants promoting the products in the Product Line as a safe feeding option for
12 infants that prioritizes the health and safety of infants and children, undergoes
13 extensive quality and safety checks, and is committed to reducing its environmental
14 impact will continue and cause great and irreparable injury to Plaintiff, Class
15 Members and other California consumers.

16 87. Therefore, pursuant to Business & Professions Code § 17203, Plaintiff
17 seeks an order in equity from this Court enjoining Defendants from continuing to
18 engage, use, or employ the practice of falsely marketing and advertising for sale of
19 the products in the Product Line as follows:

- 20 a. An order compelling Defendants to either stop manufacturing
21 the Product Line with organic fluorine and PFAS; or
22 b. An order compelling Defendants to cease marketing, labeling,
23 packaging, and advertising the products in the Product Line as a
24 safe feeding option for infants that prioritizes the health and
25 safety of infants and children, undergoes extensive quality and
26 safety checks, and is committed to reducing its environmental
27 impact or
28

c. An order compelling Defendants to disclose to Plaintiff and the public of the existence of, and warn of the potential safety risks from, organic fluorine and PFAS in the products in the Product Line.

88. In addition, Plaintiff seeks an order awarding Plaintiff and the Class Members restitution of the monetary amounts by which Plaintiff and the Class Members did not receive the value of the products in the Product Line they paid for, and by which Defendants were unjustly enriched.

SECOND CAUSE OF ACTION

VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17500, et seq. (False and Misleading Advertising)

89. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs and incorporates the same as if set forth herein.

90. This cause of action is brought pursuant to California Business and Professions Code § 17500, et seq., on behalf of Plaintiff and the Class.

91. As alleged in the preceding paragraphs, the omissions and non-disclosures of the existence of, and health risks from, organic fluorine and PFAS in the products in the Product Line and the false, misleading and deceptive marketing and advertising by Defendants promoting the products in the Product Line as a safe feeding option for infants that prioritizes the health and safety of infants and children, undergoes extensive quality and safety checks, and is committed to reducing its environmental impact detailed herein constitute unfair, unlawful, and fraudulent business practices within the meaning of California Business & Professions Code § 17500, et seq.

92. Defendants intended the omissions and non-disclosures of the existence of, and health risks from, organic fluorine and PFAS in the products in the Product Line and the marketing and advertising by Defendants promoting the

1 Product Line as a safe feeding option for infants that prioritizes the health and safety
2 of infants and children, undergoes extensive quality and safety checks, and is
3 committed to reducing its environmental impact detailed herein.

4 93. Defendants publicly disseminated advertising which contained
5 unlawful omissions and non-disclosures of material facts (i.e. the existence of, and
6 health risks from, organic fluorine and PFAS in the products in the Product Line)
7 and publicly disseminated advertising promoting the products in the Product Line
8 as a safe feeding option for infants that prioritizes the health and safety of infants
9 and children, undergoes extensive quality and safety checks, and is committed to
10 reducing its environmental impact which Defendants knew, or should have known
11 in the exercise of reasonable care, was untrue or misleading via advertising
12 mediums that include but are not limited to, [https://www.enfamil.com/why-](https://www.enfamil.com/why-enfamil/quality-assurance/)
13 [enfamil/quality-assurance/](https://www.enfamil.com/why-enfamil/quality-assurance/), as set forth herein.

14 94. Defendants' omissions and false, deceptive, and misleading
15 representations were material to Plaintiff and the Class Members and played a
16 substantial part, and were a substantial factor, in influencing Plaintiff's and the
17 Class Members' decisions to purchase products from the Product Line.

18 95. Plaintiff and the Class Members relied on Defendants' omissions and
19 false, deceptive, and misleading representations and would not have purchased
20 products from the Product Line if not for the omissions and false, deceptive, and
21 misleading representations and marketing by Defendants set forth herein.

22 96. Plaintiff and the Class Members have suffered injury in fact and have
23 lost money or property as a result of Defendants' false, deceptive, and misleading
24 representations and marketing set forth herein.

25 97. The Products as purchased by the Plaintiff and the Class Members
26 were and are unsatisfactory and worth less than the amount paid for them.

1 98. All of Defendants' conduct alleged herein occurs and continues to
2 occur in Defendants' business.

3 99. Wherefore, Plaintiff, the Class Members, and other California
4 consumers have, among other things, no adequate remedy at law for the injuries
5 that are currently being suffered and that will be suffered in the future in that, unless
6 and until enjoined by order of this court, the omissions and non-disclosure of
7 material information by Defendants that implicates health and safety concerns that
8 a reasonable consumer would find material (i.e. the non-disclosure of the existence
9 of, and health risks from, organic fluorine and PFAS in products in the Product
10 Line) and the continued false, misleading and deceptive marketing and advertising
11 by Defendants promoting the products in the Product Line as a safe feeding option
12 for infants that prioritizes the health and safety of infants and children, undergoes
13 extensive quality and safety checks, and is committed to reducing its environmental
14 impact will continue and cause great and irreparable injury to Plaintiff, Class
15 Members and other California consumers.

16 100. Therefore, pursuant to Business & Professions Code §17535, Plaintiff
17 seeks an order in equity from this Court enjoining Defendants from continuing to
18 engage, use, or employ the practice of falsely marketing and advertising for sale the
19 products in the Product Line as follows:

- 20 a. An order compelling Defendants to either stop manufacturing
21 the Product Line with organic fluorine and PFAS; or
22 b. An order compelling Defendants to cease marketing, labeling,
23 packaging, and advertising the products in the Product Line as a
24 safe feeding option for infants that prioritizes the health and
25 safety of infants and children, undergoes extensive quality and
26 safety checks, and is committed to reducing its environmental
27 impact; or
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- c. An order compelling Defendants to disclose to Plaintiff and the public of the existence of, and warn of the potential safety risks from, organic fluorine and PFAS in the products in the Product Line.

101. In addition, Plaintiff seeks an order awarding Plaintiff and the Class Members restitution of the monetary amounts by which Plaintiff and the Class Members did not receive the value of the products in the Product Line they paid for and by which Defendants were unjustly enriched.

THIRD CAUSE OF ACTION

VIOLATION OF CALIFORNIA CIVIL CODE § 1750, et seq.

(Consumer Legal Remedies Act)

102. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs and incorporates the same as if set forth herein.

103. This cause of action is brought pursuant to California Civil Code § 1750, et seq., the Consumers Legal Remedies Act, on behalf of Plaintiff and a Class pursuant to California Civil Code § 1781 consisting of the Class defined above.

104. The Class consists of thousands of persons, the joinder of whom is impracticable.

105. There are questions of law and fact common to the Class, which questions are substantially similar and predominate over questions affecting the individual members, including but not limited to:

- a. The products in the Product Line that were and are currently being manufactured, marketed, advertised and sold by Defendants during the proposed Class Period and those purchased by Plaintiff and those tested by Plaintiff as set forth herein each have the same respective composition of materials and design.

- 1 b. The products in the Product Line that were and are currently being
2 manufactured, marketed, advertised and sold by Defendants
3 during the proposed Class Period and those purchased by Plaintiff
4 and those tested by Plaintiff as set forth herein were manufactured
5 in the same manner.
- 6 c. The products in the Product Line are labeled and packaged the
7 same during the proposed Class Period. Therefore, Plaintiff and
8 the Class Members were exposed to the same labeling and
9 packaging for the products in the Product Line.
- 10 d. Defendants' marketing and representations about the products in
11 the Product Line and Enfamil brand to which Plaintiff and the
12 Class were exposed were the same during the proposed Class
13 Period and therefore common to Plaintiff and the Class Members.
- 14 e. Defendants' omissions and non-disclosures as to the products in
15 the Product Line to which Plaintiff and the Class Members were
16 exposed were the same during the proposed Class Period and
17 therefore common to Plaintiff and the Class Members.
- 18 f. Whether the existence of organic fluorine and PFAS in the
19 products in the Product Line implicates potential health or safety
20 concerns to Plaintiff and the Class Members.
- 21 g. Whether the omissions and non-disclosures by Defendants of the
22 existence of organic fluorine and PFAS in the products in the
23 Product Line were and are material to Plaintiff and the Class
24 Members.
- 25 h. Whether the marketing and advertising by Defendants promoting
26 the products in the Product Line as a safe feeding option for infants
27 that prioritizes the health and safety of infants and children,
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1 undergoes extensive quality and safety checks, and is committed
2 to reducing its environmental impact was and is material to
3 Plaintiff and the Class Members.

- 4 i. Whether the marketing and advertising by Defendants promoting
5 the Product Line as a safe feeding option for infants that prioritizes
6 the health and safety of infants and children, undergoes extensive
7 quality and safety checks, and is committed to reducing its
8 environmental impact was and is false, deceptive and/or
9 misleading in violation of California Civil Code § 1750, et. seq.
10 j. Whether the omission and non-disclosures by Defendants of the
11 existence of, and health risks from, organic fluorine and PFAS in
12 the products in the Product Line violates California Civil Code §
13 1750, et. seq.

14 106. As set forth in detail herein, Defendants publicly disseminated
15 marketing and advertising which contained unlawful omissions and non-disclosures
16 of material facts (i.e. the existence of, and health risks from, organic fluorine and
17 PFAS in the products in the Product Line) and publicly disseminated marketing and
18 advertising promoting the products in the Product Line as a safe feeding option for
19 infants that prioritizes the health and safety of infants and children, undergoes
20 extensive quality and safety checks, and is committed to reducing its environmental
21 impact when in fact they are not.

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1 107. The policies, acts, and practices described herein were intended to
2 result in the sale of the products in the Product Line to the consuming public and
3 violated and continue to violate California Civil Code § 1770(a)(5) of the Act by
4 making omissions and representations that the products in the products in the
5 Product Line have characteristics, ingredients and benefits which they do not have
6 as represented, and violate California Civil Code § 1770(a)(7) by representing that
7 the products in the Product Line are of a particular standard, quality, grade and style
8 when they are of another.

9 108. In doing so, Defendants intentionally misrepresented material facts.

10 109. Defendants' omissions and representations about the products in the
11 Product Line led Plaintiff and other consumers to believe that the products in the
12 Product Line have characteristics, ingredients and benefits which they do not have
13 and are of a particular standard, quality, grade and style when they are of another.

14 110. Defendants knew that the omissions and the representations
15 concerning the products in the Product Line's purported attributes and qualities
16 were false and/or misleading and material to the Plaintiff, the Class Members and
17 other consumers' purchase decisions.

18 111. Defendants' actions as described hereinabove were done with a
19 conscious disregard of Plaintiff's, the Class Members' and other consumers' rights.

20 112. Defendants' omissions and false, deceptive, and misleading
21 representations were material to Plaintiff and the Class Members and played a
22 substantial part, and were a substantial factor, in influencing Plaintiff's and the
23 Class Members' decisions to purchase products from the Product Line.

24 113. Plaintiff and the Class Members relied on Defendants' omissions and
25 false, deceptive, and misleading representations and would not have purchased the
26 products from the Product Line if not for the omissions and false, deceptive, and
27 misleading representations and marketing by Defendants set forth herein.

1 114. Plaintiff and the Class Members have suffered injury in fact and have
2 lost money or property as a result of Defendants' false, deceptive, and misleading
3 representations and marketing set forth herein.

4 115. The Products as purchased by the Plaintiff and the Class Members
5 were and are unsatisfactory and worth less than the amount paid for them.

6 116. Defendants were served by Plaintiff with written notices pursuant to
7 Civil Code § 1750, et seq., (Defendant RECKITT BENCKISER, LLC on February
8 17, 2024, Defendant MEAD JOHNSON & COMPANY, LLC on February 20,
9 2024) which set forth Plaintiff's contentions and requested remedy. Plaintiff's letter
10 was sent via certified mail with electronic return receipt to Defendants who
11 acknowledged receipt. Defendants rejected Plaintiff's attempts to address the
12 concerns stated herein and instead has allowed the products in the Product Line to
13 continue to be sold with full knowledge of the alleged claims.

14 117. All of Defendants' conduct alleged herein occurs and continues to
15 occur in Defendants' business.

16 118. Wherefore, Plaintiff and other California consumers have, among
17 other things, no adequate remedy at law for the injuries that are currently being
18 suffered and that will be suffered in the future in that, unless and until enjoined by
19 order of this court, the omissions and non-disclosure of material information by
20 Defendants that implicates health and safety concerns that a reasonable consumer
21 would find material (i.e. the existence of, and health risks from, of organic fluorine
22 and PFAS in the products in the Product Line) and the continued false, misleading
23 and deceptive marketing and advertising by Defendants promoting the products in
24 the Product Line as a safe feeding option for infants that prioritizes the health and
25 safety of infants and children, undergoes extensive quality and safety checks, and
26 is committed to reducing its environmental impact, will continue and cause great
27 and irreparable injury to Plaintiff, Class Members and other California consumers.

1 119. Therefore, pursuant to California Civil Code § 1780(a)(2), Plaintiff
2 seeks an order in equity from this Court enjoining Defendants from continuing to
3 engage, use, or employ the practice of falsely marketing and advertising for sale the
4 Products as follows:

- 5 a. An order compelling Defendants to either stop manufacturing
6 the Product Line with organic fluorine and PFAS; or
7 b. An order compelling Defendants to cease marketing, labeling,
8 packaging, and advertising the products in the Product Line as a
9 safe feeding option for infants that prioritizes the health and
10 safety of infants and children, undergoes extensive quality and
11 safety checks, and is committed to reducing its environmental
12 impact; or
13 c. An order compelling Defendants to disclose to Plaintiff and the
14 public the existence of, and warn of the potential safety risks
15 from, organic fluorine and PFAS in the products in the Product
16 Line.

17 120. In addition, Plaintiff seeks an order awarding Plaintiff and the Class
18 Members restitution of the monetary amounts by which Plaintiff and the Class
19 Members did not receive the value of the products in the Product Line they paid for
20 and by which Defendants were unjustly enriched.

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1 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
2 situated, prays for judgment and relief on all Causes of Action as follows:

3 **FIRST AND SECOND CAUSES OF ACTION**

- 4 1. An order enjoining Defendants from the practices complained of
5 herein;
6 2. An order certifying that this action may be maintained as a Class
7 Action;
8 3. For an award of restitution in an amount according to proof at trial;
9 4. For an award of attorney fees pursuant to California Civil Code §
10 1021.5.

11 **THIRD CAUSE OF ACTION**

- 12 1. An order enjoining Defendants from pursuing the practices
13 complained of pursuant to California Civil Code § 1780(a)(2);
14 2. An order certifying that the action may be maintained as a Class
15 Action pursuant to California Civil Code § 1781;
16 3. For an award of restitution in an amount according to proof at trial
17 pursuant to California Civil Code § 1780(a)(3);
18 4. For an award of punitive damages pursuant to California Civil Code
19 § 1780(a)(4);
20 5. For an award of costs of this suit pursuant to California Civil Code
21 § 1780(e);
22 6. For an award of attorney fees pursuant to California Civil Code
23 § 1780(e) and/or California Civil Code § 1021.5.

24 **FURTHER RELIEF**

25 Plaintiff further seeks actual and punitive damages pursuant to California
26 Civil Code § 3294, pre- and post-judgment interest and such other and further relief
27 as the Court may deem necessary or appropriate.
28

VII. JURY TRIAL DEMANDED

Plaintiff demands a jury trial on all triable issues.

DATED: May 14, 2024

STEVENS, L.C.

By:



Paul D. Stevens
Attorneys for Plaintiff